

A RESOLUTION TO MAKE AND ENTER
INTO A CONTRACT OF LEASE WITH
BAER FIELD BUILDING CORP.

WHEREAS, the petition of fifty (50) or more taxpaying citizens of Fort Wayne, Indiana, heretofore filed requesting the lease of an airport hangar from Baer Field Building Corporation, which corporation was organized pursuant to provisions of the Indiana Not-For-Profit Corporation Act for the purpose of erecting and leasing an airport hangar, and said petition having been approved by this City Council; and

WHEREAS, the Baer Field Building Corporation has been organized for the purpose of erecting an airport hangar for the use of the City of Fort Wayne, Indiana, and has had prepared drawings, plans, specifications and estimates for the cost of erecting such building and has drafted and submitted a proposed lease for said building; and

WHEREAS, said drawings, plans, specifications and estimates having been approved by the City Council of Fort Wayne, Indiana, and having been approved by all other agencies believed to be required by law to approve the same, and having been submitted to and now meets with the approval of the City Council of Fort Wayne, Indiana; and

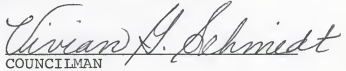
WHEREAS, such plans having been marked to clearly indicate the work covered by the proposed lease; and

WHEREAS, it now appears to the City Council of Fort Wayne, Indiana, that said drawings, plans, specifications, and estimates provide the necessary facilities for the citizens of Fort Wayne, Indiana, and that the proposed lease with the Baer Field Building Corporation as lessor provides for a fair and reasonable rental;


NOW, THEREFORE,

BE IT RESOLVED, that the terms and conditions of the proposed form of lease, plans, specifications, and estimates are approved and agreed to as a basis for a hearing as required by law, and that such hearing should be held by the City Council of Fort Wayne, Indiana, upon the necessity for the execution of such lease and whether the lease rentals provided for therein is a fair and reasonable rental for the proposed building prior to the final determinations of such questions so that the City Council of Fort Wayne, Indiana, may determine whether to execute such lease as now written or as modified, said hearing to be held March 24, 1981, at 7:30 P..m. at the City-County Building, Fort Wayne, Indiana, Council Chambers.

BE IT FURTHER RESOLVED, that the Clerk for the City Council of Fort Wayne, Indiana, is authorized and directed to publish notice of such hearing as required by law.


COUNCILMAN

APPROVED AS TO FORM AND LEGALITY THIS 10th DAY OF March, 1981.


JOHN LOGAN, Attorney for
Common Council of Fort Wayne

Read the first time in full and on motion by _____,
seconded by _____, and duly adopted, read the second time
by title and referred to the Committee _____ (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, 19____, the _____ day of
_____, at _____ o'clock _____ M., E.S.T.

DATE: _____

CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by V. Belmont,
seconded by Stacy, and duly adopted, placed on its
passage. PASSED (lost) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>+</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>+</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>+</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>+</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>+</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>+</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>+</u>	_____	_____	_____	_____
<u>STIER</u>	<u>+</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>+</u>	_____	_____	_____	_____

DATE: 3-10-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. B-24-81
on the 10th day of March, 1981.

Charles W. Westerman ATTEST
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)
John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 11th day of March, 1981, at the hour of
11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 13th day of March
1981, at the hour of 11 o'clock A M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

NOTICE OF HEARING ON PROPOSED
LEASE BETWEEN CITY OF FORT WAYNE AND
BAER FIELD BUILDING CORPORATION

You are hereby notified that a public hearing will be held before the Common Council of the City of Fort Wayne, Indiana on the 24th day of March, 1981 at 7:30 p .m. in the City-County Building, Fort Wayne, Indiana in Council Chambers, at which time and place a proposed lease to be entered into between the City of Fort Wayne as lessee and the Baer Field Building Corporation as lessor will be discussed.

The proposed lease upon which the hearing will be held is for a term of twenty (20) years commencing with the completion of an airport hangar located at Baer Field Airport, Fort Wayne, Indiana. The lease provides for an annual rental of Three Hundred Thirty-Six Thousand Five Hundred Eighty-Eight and no/100 (\$336,588.00) Dollars payable on June 30 and December 30 of each year during the term of the lease commencing with the completion of the airport hangar. As additional rental the lessee shall maintain insurance on the building as required in the lease and shall pay all taxes and assessments against such property, as well as the cost of alterations and repairs.

The lease gives an option to the lessee to purchase the property on any rental payment date. The lease also provides for an option to renew for a similar or less term.

The drawings, plans and specifications, including the estimates for the cost of said building as well as a copy of the proposed lease are available for inspection by the public on all business days during business hours at the office of the Clerk of the City of Fort Wayne in the City-County Building, Fort Wayne, Indiana.

At such hearing, all persons interested shall have a right to be heard upon the necessity for the execution of such lease, and upon whether the lease rental provided for therein to be paid to the Baer Field Building Corporation is a fair and reasonable rental for the proposed building. Such hearing may be adjourned to a later date or dates, and following such hearing the Common Council of the City of Fort Wayne may either authorize the execution of such lease as originally agreed upon or may make such modifications therein as may be agreed upon with such lessor, but in no event shall the lease rentals as set out in this published notice be increased.

Dated this 10th day of March, 1981.

*John Logan
see CW: in
this!*

LEASE

Between

BAER FIELD BUILDING CORPORATION

and

CITY OF FORT WAYNE

Executed _____, 1981

I N D E X

	Page
1. Premises, Term and Warranty	1
2. Semi-Annual Rental Payments	2
3. Additional Rental Payments	3
4. Abatement of Rent	4
5. Alterations and Repairs	4
6. Insurance	5
7. General Covenants	6
8. Option to Purchase.	6
9. Option to Renew	8
10. Defaults.	8
11. Notices	9
12. Successors or Assigns	9
13. Construction of Covenants	9
Exhibit A Description of Real Estate.	12

L E A S E

THIS LEASE, entered into this _____ day of _____, 1981, between BAER FIELD BUILDING CORPORATION, an Indiana corporation (hereinafter called "Lessor"), and CITY OF FORT WAYNE, a municipal corporation existing under the laws of the State of Indiana and located in Allen County (hereinafter called "Lessee"), WITNESSETH THAT:

In consideration of the mutual covenants herein contained, it is agreed that:

1. Premises, Term and Warranty. The Lessor does hereby lease, demise and let to Lessee the real estate in Allen County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof, and a two bay hangar and office building to be erected thereon by Lessor according to plans and specifications dated _____, 19__, prepared for the Lessor by _____, architect of _____.

The above mentioned plans and specifications may be changed, additional construction work may be performed and additional equipment may be purchased by Lessor, but only with the approval of Lessee, and only if such changes or modifications, additional construction work or additional equipment do not alter the character of the building or reduce the value thereof. Any such additional construction work or additional equipment shall be part of the property covered by this lease. The above mentioned plans and specifications have been filed with and approved by Lessee.

TO HAVE AND TO HOLD the same with all rights, privileges, easements and appurtenances thereunto belonging, unto Lessee, for a term of twenty (20) years, beginning on the date the building above referred to is completed and ready for occupancy, and ending on the day prior to

securing the first mortgage bonds to be issued by the Lessor. All payments so made by the Lessee shall be considered as payment to the Lessor of the rentals payable hereunder.

If the net interest cost to the Corporation on the First Mortgage Bonds issued by the Corporation to pay for the cost of said buildings, including the acquisition of the site thereof and other expenses incidental thereto, is less than 10.5%, the annual rental shall be reduced to an amount equal to the multiple of \$1,000 next highest to the highest sum of principal and interest due in any bond year (year ending on a maturity date) on such bonds plus \$2,100, payable in equal semi-annual installments. Baer Field Leasing Corporation will seek a ruling from the Indiana Department of Revenue that the rentals received under this Lease are not subject to Indiana income tax. If such a ruling is obtained the lease rental shall be reduced by Five Thousand Three Hundred Eighty-Eight Dollars (\$5,388) divided evenly between the semi-annual payments and proportionately on the first and last rental payments.

If funds other than proceeds of bonds issued by the Lessor are obtained to reduce the amount required to be borrowed by the Lessor, the base rental shall be proportionately reduced.

Such amount of reduced annual rental shall be endorsed on this lease at the end hereof by the parties hereto as soon as the same can be done after the sale of said bonds, and such endorsement shall be recorded as an addendum to this lease.

3. Additional Rental Payments. The Lessee shall pay as further rental for said premises all taxes and assessments levied against or on account of the leased property. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall

be furnished to the Lessor by the Lessee, at least three (3) days before the last day upon which the same must be paid to avoid delinquency.

In case the Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify the Lessor, and shall furnish bond with surety to the approval of the Lessor conditioned for the payment of the charges so desired to be contested and all damages or loss resulting to the Lessor from the non-payment thereof when due, the Lessee shall not be obligated to pay the same until such contests shall have been determined.

4. Abatement of Rent. In the event the building to be erected on the premises shall be partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use and occupancy by the Lessee, it shall then be the obligation of the Lessor to restore and rebuild the building as promptly as may be done, unavoidable strikes and other causes beyond the control of the Lessor excepted; provided, however, that the Lessor shall not be obligated to expend on such restoration or rebuilding more than the amount of the proceeds received by the Lessor from the insurance provided for in Clause 6 hereof.

If there is in force on the date of such partial or total destruction insurance on the demised premises and the rental value thereof, in accordance with the provisions of Clause 6 hereof, the rent shall be abated for the period during which the school building or any part thereof is unfit for occupancy and shall be in proportion to the percentage of floor area which is unfit for occupancy.

5. Alterations and Repairs. The Lessee assumes all responsibility for repairs and alterations to the hangar and office building to be constructed by the Lessor. No alterations shall be made by Lessee without

first obtaining the written consent of Lessor. At the end of the term, Lessee shall deliver the leased property to Lessor in as good condition as at the beginning of the term, reasonable wear and tear only excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to Lessee. The proceeds of the sale of any personal property shall be paid to the above mentioned Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property.

6. Insurance. Lessee, at its own expense, will, during the full term of the lease, keep the demised premises insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of buildings or facilities of a similar type, in good and responsible insurance companies to the approval of Lessor. Such insurance shall be in an amount equal to one hundred five per cent (105%) of the full replacement cost of the leased facilities as certified by a registered architect, registered engineer, or professional appraisal engineer, selected by the Lessor, on the effective date of this lease and on or before the first day of April of each year thereafter. Such appraisal may be based upon a recognized index of conversion factors. During the full term of this lease Lessee will also, at its own expense, maintain rent or rental value insurance in an amount equal to the full rental value of the leased facilities for a period of two (2) years against physical loss or damage of the type insured against pursuant to the preceding requirements of this clause. Such policies shall be for the benefit of persons having an insurable interest in the demised premises, and shall be made payable to the Lessor or to such other person

or persons as the Lessor may designate. Such policies shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policies, together with a certificate of the insurance commissioner certifying that the persons countersigning such policies are duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the architect or engineer hereinbefore referred to shall be deposited with the Lessor. If, at any time, the Lessee fails to maintain insurance in accordance with this clause, such insurance may be obtained by the Lessor and the amount paid therefor shall be added to the amount of rental payable by the Lessee under this lease; provided, however, that the Lessor shall be under no obligation to obtain such insurance and any action or non-action of the Lessor in this regard shall not relieve the Lessee of any consequence of its default in failing to obtain such insurance, including its obligation to continue the rental payments in case of total or partial destruction of the building as provided in Clause 4 hereof.

7. General Covenants. The Lessee shall not assign this lease or sublet the demised premises herein described without the written consent of Lessor. Lessee shall use and maintain the demised premises in accordance with the laws and ordinances of the United States of America, the State of Indiana, and all other proper governmental authorities.

8. Option to Purchase. Lessor hereby grants to Lessee the right and option, on any rental payment date, upon written notice to Lessor to purchase the demised premises at a price equal to the amount required to enable Lessor to liquidate by paying all indebtedness, including all

premiums payable on the redemption thereof and accrued and unpaid interest, by redeeming and retiring all stock at par, and by paying the expenses and charges of liquidation. In no event, however, shall such purchase price exceed the capital actually invested in such property by Lessor represented by outstanding securities or existing indebtedness plus the cost of transferring the property and liquidating the Lessor corporation. The phrase "capital actually invested" as used herein shall be construed to include, but not by way of limitation, the following amounts expended by the Lessor: organization and incorporation expenses, financing costs, carrying charges, legal fees, architects' fees, contractors' fees and reasonable costs and expenses incidental thereto.

Upon request of the Lessee, the Lessor agrees to furnish an itemized statement setting forth the amounts required to be paid by the Lessee on the next rental payment date in order to purchase the demised premises in accordance with the preceding paragraph. The statement shall also set forth the name of the Trustee under the trust agreement or agreements securing the outstanding indebtedness of the Lessor.

If the Lessee exercises its option to purchase, it shall pay to the Trustee referred to above that portion of the purchase price which is required to pay all indebtedness of Lessor, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to Lessee a written statement that such amount will be sufficient to retire all outstanding indebtedness of Lessor secured by the trust agreement or agreements between the Trustee and the Lessor, including all premiums payable on the redemption thereof and accrued and unpaid interest.

The remainder of such purchase price shall be paid by the Lessee to the Lessor. Nothing herein contained shall be construed to provide

that Lessee shall be under any obligation to purchase the demised premises, or under any obligation in respect to any creditors, shareholders, or security holders of Lessor.

9. Option to Renew. Lessor hereby grants to Lessee the right and option to renew this lease for a further like, or lesser, term upon the same or like conditions as herein contained, and Lessee shall exercise this option by written notice to Lessor given upon any rental payment date prior to the expiration of this lease.

10. Defaults. If the Lessee shall default in the payment of any rentals or other sums payable to the Lessor hereunder, or in the payment of any other sum herein required to be paid for the Lessor, or in the observance of any other covenant, agreement or condition hereof, and such default shall continue for ninety (90) days after written notice to correct the same, then, in any or either of such events, the Lessor may proceed to protect and enforce its rights by suit or suits in equity or to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, or the Lessor, at its option, without further notice, may terminate the estate and interest of the Lessee hereunder, and it shall be lawful for the Lessor forthwith to resume possession of the demised premises and the Lessee covenants to surrender the same forthwith upon demand.

The exercise by the Lessor of the above right to terminate this lease shall not release the Lessee from the performance of any obligation hereof maturing prior to the Lessor's actual entry into possession. No waiver by the Lessor of any right to terminate this lease upon any

default shall operate to waive such right upon the same or other default subsequently occurring.

11. Notices. Whenever either party shall be required to give notice to the other under this lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party or parties at their last known place of business.

12. Successors or Assigns. All covenants of this lease, whether by Lessor or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

13. Construction of Covenants. Lessor was organized for the purpose of constructing and erecting a two bay hangar and service building and leasing the same to Lessee under the provisions of Indiana Code 18-5-3.3. All provisions herein contained shall be construed in accordance with the provisions of said Chapter, and to the extent of inconsistencies, if any, between the covenants and agreements in this lease and the provisions of said Chapter, the provisions of said Chapter shall be deemed to be controlling and binding upon Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed for and on their behalf the day and year first hereinabove written.

BAER FIELD BUILDING CORPORATION

(Seal)

By _____
(Written Signature)

(Printed Signature)
President

Attest:

(Written Signature)

(Printed Signature)
Secretary

Lessor

CITY OF FORT WAYNE

(Seal)

By _____
(Written Signature)

(Printed Signature)
Mayor

Attest:

(Written Signature)

(Printed Signature)
Clerk

Lessee

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the President and Secretary respectively of Baer Field Building Corporation, and acknowledged the execution of the foregoing lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this _____ day of _____, 1981.

(Seal)

(Written Signature)

(printed Signature)
Notary Public

My Commission expires _____

My County of Residence is Allen County.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, personally known to me to be the Mayor and Clerk respectively of the City of Fort Wayne, and acknowledged the execution of the foregoing lease for and on behalf of said City.

WITNESS my hand and notarial seal this _____ day of _____, 1981.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires _____

My County of Residence is Allen County.

EXHIBIT A

to

Lease Between
Baer Field Building Corporation, Lessor
and

City of Fort Wayne, Lessee

Dated _____, 1981

together with any adjacent land hereafter acquired by Lessor.

This instrument prepared by
Robert D. McCord
10th Floor, 111 Monument Circle
Indianapolis, Indiana 46204

ADDENDUM TO LEASE

Between Baer Field Building Corporation
and City of Fort Wayne

Executed on _____, 1981

WHEREAS, the Baer Field Building Corporation, an Indiana Corporation, entered into a lease with City of Fort Wayne on _____, 1981, which lease was recorded on _____, 1981, in the office of the Recorder of Allen County, Indiana, in _____, pages _____ and _____

WHEREAS, it is provided in said lease that there shall be endorsed thereon the reduced annual rental; now therefor

IT IS HEREBY CERTIFIED AND STIPULATED by all of the undersigned that:

1. The highest sum of principal and interest due in any bond year is \$ _____.

2. The ruling of the Indiana Department of Revenue (was) (was Not) obtained.

3. Funds from sources other than bond proceeds in the amount of \$ _____ (____%) were obtained.

4. The reduced annual rental is \$ _____, and the semi-annual installments are \$ _____.

Executed this _____ day of _____, 1981

BAER FIELD BUILDING CORPORATION

(Seal)

By _____
(Written Signature)

(Printed Signature)
President

Attest:

(Written Signature)

(Printed Signature)
Secretary

My Commission expires _____

My County of Residence is Allen County.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 1981, personally appeared _____ and _____, personally known to me to be the Mayor and Clerk respectively of the City of Fort Wayne and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said City.

WITNESS my hand and notarial seal this _____ day of _____, 1981.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires _____

My County of Residence is Allen County.

This instrument prepared by
Robert D. McCord
10th Floor, 111 Monument Circle
Indianapolis, Indiana 46204

ADDENDUM TO LEASE

Between Baer Field Building Corporation
and City of Fort Wayne

Executed on _____, 1981

WHEREAS, the Baer Field Building Corporation, an Indiana corporation, entered into a lease with the City of Fort Wayne on _____, 1981, which lease was recorded on _____, 1981, in the office of the Recorder of Allen County, Indiana, in _____, pages _____; and

WHEREAS, it is provided in said lease that there shall be endorsed thereon the two bay hangar and office building to be erected on the leased premises is completed and ready for occupancy; now therefore,

IT IS HEREBY CERTIFIED AND STIPULATED by all the undersigned that the two bay hangar and office building to be constructed on the real estate described in the foregoing lease by Baer Field Building Corporation was completed in accordance with the plans and specifications and ready for occupancy on _____, 19__.

IT IS MUTUALLY AGREED that the rental for said property at the rate specified in said lease, and the commencement date of said lease, began as of the day, month and year above set forth, in accordance with the provisions of Clauses 1 and 2 of the lease to which this endorsement is attached.

Executed this _____ day of _____, 19__.

BAER FIELD BUILDING CORPORATION

By _____
(Written Signature)

(Seal)

(Printed Signature)
President

Attest:

(Written Signature)

(Printed Signature)
Secretary

Lessor

CITY OF FORT WAYNE

(Seal)

By _____
(Written Signature)

(Printed Signature)
Mayor

Attest:

(Written Signature)

(Printed Signature)
Clerk

Lessee

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of _____, 1981, personally appeared _____ and _____ personally known to me to be the President and Secretary respectively of Baer Field Building Corporation, and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said Corporation.

WITNESS my hand and notarial seal this ____ day of _____, 1981.

(Seal)

(Written Signature)

(Printed Signature)
Notary Public

My Commission expires _____

My County of Residence is Allen County.

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this ____ day of _____, 1981, personally appeared _____ and _____, personally known to me to be the Mayor and Clerk respectively of the City of Fort Wayne and acknowledged the execution of the foregoing Addendum to Lease for and on behalf of said City.

(Seal)

(Written Signature)

(Printed Signature)

Notary Public

My Commission expires _____

My County of Residence is Allen County.

This instrument prepared by
Robert D. McCord
10th Floor, 111 Monument Circle
Indianapolis, Indiana 46204



OFFICE OF THE CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

Charles W. Westerman, Clerk -> Room 122

March 11, 1981

Ms. Virginia Grace
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, Indiana 46802

Dear Ms. Grace:

Please give the attached full coverage on the dates of March 14 and March 21, 1981, in both the News Sentinel and Journal Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, Indiana

Bill No. R-81-03-23
Notice of hearing on proposed
lease between City of Fort Wayne
and Baer Field Building Corporation

Bill No. A-81-03-01
Board of Aviation

Please send us 12 copies of the Publisher's Affidavit from both newspapers.

Thank you.

Sincerely,

Charles W. Westerman
Charles W. Westerman
City Clerk

CWW/ne
ENCL: 2

NOTICE OF HEARING ON PROPOSED
LEASE BETWEEN CITY OF FORT WAYNE AND
BAER FIELD BUILDING CORPORATION

You are hereby notified that a public hearing will be held before the Common Council of the City of Fort Wayne, Indiana on the 24th day of March, 1981 at 7:30 p.m. in the City-County Building, Fort Wayne, Indiana in Council Chambers, at which time and place a proposed lease to be entered into between the City of Fort Wayne as lessee and the Baer Field Building Corporation as lessor will be discussed.

The proposed lease upon which the hearing will be held is for a term of twenty (20) years commencing with the completion of an airport hangar located at Baer Field Airport, Fort Wayne, Indiana. The lease provides for an annual rental of Three Hundred Thirty-Six Thousand Five Hundred Eighty-Eight and no/100 (\$336,588.00) Dollars payable on June 30 and December 30 of each year during the term of the lease commencing with the completion of the airport hangar. As additional rental the lessee shall maintain insurance on the building as required in the lease and shall pay all taxes and assessments against such property, as well as the cost of alterations and repairs.

The lease gives an option to the lessee to purchase the property on any rental payment date. The lease also provides for an option to renew for a similar or less term.

The drawings, plans and specifications, including the estimates for the cost of said building as well as a copy of the proposed lease are available for inspection by the public on all business days during business hours at the office of the Clerk of the City of Fort Wayne in the City-County Building, Fort Wayne, Indiana.

At such hearing, all persons interested shall have a right to be heard upon the necessity for the execution of such lease, and upon whether the lease rental provided for therein to be paid to the Baer Field Building Corporation is a fair and reasonable rental for the proposed building. Such hearing may be adjourned to a later date or dates, and following such hearing the Common Council of the City of Fort Wayne may either authorize the execution of such lease as originally agreed upon or may make such modifications therein as may be agreed upon with such lessor, but in no event shall the lease rentals as set out in this published notice be increased.

Dated this 10th day of March, 1981.

Fort Wayne Common Council

(Governmental Unit)

To NEWS-SENTINEL Dr.**Allen**

County, Ind

FORT WAYNE, INDIANA**PUBLISHER'S CLAIM****LINE COUNT**

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines

Head number of lines

Body number of lines

Tail number of lines

Total number of lines in notice

3**138****2****143****COMPUTATION OF CHARGES**

143 lines, **1** columns wide equals **143** equivalent lines at **.276¢** **\$ 39.47**
cents per line

**NOTICE TO TAXPAYERS
OF ADDITIONAL
APPROPRIATION**

Notice is hereby given to the taxpayers of the City of Fort Wayne, Allen County, Indiana, that the Common Council of said Municipality will, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on Wednesday, the 24th of March, 1981 at 7:30 P.M. o'clock, Eastern Standard Time, consider the following additional appropriations which said Council considers necessary to meet an extraordinary emergency existing at this time.

BILL NO. A-81-03-01

There is hereby transferred from the Aviation General Fund, Account Number 302-120-120 and appropriated to Building and Fixed Equipment, Account Number 402-120-120-071. In the 1981 Budget of the Board of Aviation Commissioners the amount of \$50,000.00.

That the unappropriated and unexpended balance of the Aviation General Fund, Account Number 302-120-120 is hereby reduced in the amount of \$50,000.00.

An emergency exists for the appropriation of additional funds to the Building and Fixed Equipment, Account Number 402-120-120-071. In the 1981 Budget of the Board of Aviation Commissioners and adequate funds exists in the Aviation General Fund, Account Number 302-120-120.

Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriation, as finally made, will be automatically referred to the State Board of Tax Commissioners, which Commission will hold a further hearing within fifteen days at the County Auditor's Office of Allen County, Indiana, or at such other place as may be designated. At said hearing, taxpayers objection to any of such additional appropriations may be heard and interested taxpayers may inquire of the County Auditor and where such hearing will be held.

Charles W. Westernman City Clerk

BILL NO. R-81-02-21

**NOTICE OF HEARING ON
PROPOSED LEASE BETWEEN
CITY OF FORT WAYNE AND
BAER FIELD BUILDING
CORPORATION**

You are hereby notified that a public hearing will be held before the Common Council of the City of Fort Wayne, Indiana on the 24th day of March, 1981 at 7:30 p.m. in the City-County Building, Fort Wayne, Indiana in Council Chambers, at which time and place a proposed lease to be entered into between the City of Fort Wayne as lessee and the Baer Field Building Corporation as lessor will be discussed. The proposed lease upon which the hearing will be held is for a term of twenty (20) years commencing with the completion of an airport hangar located at Baer Field Airport, Fort Wayne, Indiana. The lease provides for an annual rent of Three Hundred Thirty-Six Thousand Five Hundred Eighty Eight and no/100 (\$36,388.00) Dollars payable on June 30 and December 30 of each year during the term of the lease commencing with the completion of the airport hangar. As additional the lessee shall maintain insurance on the building as required in the lease and shall pay all taxes and assess-

ment charge for notices containing rule or tabular work (50 per cent of above amount)

for extra proofs of publication (50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM.**PRINTING COST**

of single column 9.6 picas

of insertions

Size of type **6** pointSize of quad upon which type is cast **6**

ion and penalties of Ch. 89, Acts 1967.

e foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same

81**903**Title **CLERK****PUBLISHER'S AFFIDAVIT**State of Indiana
ALLEN COUNTY SS:

Personally appeared before me, a notary public in and for said county and state, the undersigned **D. ROOSE** who, being duly sworn, says that she is **CLERK** of the

NEWS-SENTINEL**DAILY**

a **DAILY** newspaper of general circulation printed and published in the English language in the city of **FORT WAYNE, INDIANA** town of

**1 COPY OF
EMENT HERE**

in state and county aforesaid, and that the **two times** attached hereto is a true copy, which was duly published in said paper for **3/14 - 3/21/81** the dates of publication being as follows:

Subscribed and sworn to before me this

21st

day of

Notary Public

ments against such property, as well as the cost of alterations and repairs.

The lease gives an option to the lessee to purchase the property on any rental payment date. The lease also provides for an option to renew for a similar or less term.

The drawings, plans and specifications, including the estimates for the cost of said building as well as a copy of the proposed lease are available for inspection by the public on all business days

during business hours at the office of the Clerk of the City of Fort Wayne in the City-County Building, Fort Wayne, Indiana.

At such hearing, all persons interested shall have a right to be heard upon the necessity for the execution of such lease, and upon whether the lease rental provided therefor to be paid to the Baer Field Building Corporation is a fair and reasonable rental for the proposed building. Such hearing may be adjourned to a later date or dates, and following such hear-

ing the Common Council of the City of Fort Wayne may either authorize the execution of such lease as originally agreed upon or may make such modifications therein as may be agreed upon with such lessor, but in no event shall the lease rentals as set out in this published notice be increased.

Dated this 10th day of March, 1981.
Charles W. Westernman
City Clerk

3-14-21

To **NEWS-SENTINEL** Dr

FORT WAYNE, INDIANA

County, Ind

LINE COUNT

3

138

22

143

Total number of lines in notice

143

1

143

276A

30.47

cents per line

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

10 extra

5.00

Charge for extra proofs of publication (50 cents for each proof in excess of two)

2007-2008

TOTAL AMOUNT OF CLAIM.

Width of single column 9.6 picas

Size of type 6 point

2

Size of quad upon which type is cast...6.....

Pursuant to the provision and penalties of Ch. 89., Acts 1967.

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Mar. 21

81

Date _____ 19____

Title CLERK

Form 903

PUBLISHER'S AFFIDAVIT

State of Indiana
ALLEN County SS

Personally appeared before me, a notary public in and for said county and state, the undersigned, D. ROOSE, who, being duly sworn, says that she is CLERK of the

NEWS-SENTINEL

a DAILY newspaper of general circulation printed and published
in the English language in the city of FORT WAYNE, INDIANA

in state and county aforesaid, and that the ~~printed~~ **two times** paper attached hereto is a true copy, which was duly published in said paper for....., the dates of publication being as follows: **3/14 - 3/21/81**

Subscribed and sworn to before me this

November 29, 1981 Not a Public Document

My commission expires

[illegible]

Fort Wayne Common Council

(Governmental Unit)

Allen

County, Ind.

To JOURNAL-GAZETTE Dr.

FORT WAYNE, INDIANA

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines

Head number of lines

Body number of lines

Tail number of lines

Total number of lines in notice

3

138

2

143

COMPUTATION OF CHARGE

143

Additional ch.

Charge for ex

TOTAL

DATA FOR COMPUTING

NOTICE TO TAXPAYERS OF ADDITIONAL APPROPRIATIONS

Notice is hereby given to the taxpayers of the City of Fort Wayne, Allen County, Indiana, that the Common Council of said Municipality will, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on Tuesday, the 24th of March, 1981 at 7:30 P.M., o'clock, Eastern Standard Time, consider the following additional appropriations which said Council considers necessary to meet an extraordinary emergency existing at this time.

BILL NO. A 81 03-01 There is hereby transferred from the Aviation General Fund, Account Number 302-120-120 and appropriated to Building and Fixed Equipment, Account Number 402-120-120-4711. In the 1981 Budget of the Board of Aviation Commissioners the amount of \$50,000.00.

That the unappropriated and unexpended balance of the Aviation General Fund, Account Number 302-120-120 is hereby reduced in the amount of \$50,000.00.

An emergency exists for the appropriation of additional funds to the Building and Fixed Equipment, Account Number 402-120-120-4711, in the 1981 Budget of the Board of Aviation Commissioners and adequate funds exist in the Aviation General Fund, Account Number 302-120-120.

Taxpayers appearing at such meeting shall have a right to be heard thereon. The additional appropriation, as finally made, will be automatically referred to the State Board of Tax Commissioners, which Commission will hold a further hearing within fifteen days of the County Auditor's office of Allen County, Indiana, or at such other place as may be designated. At such hearing, taxpayers objection to any of such additional appropriations may be heard and interested taxpayers may inquire of the County Auditor of the County and where such hearing will be held.

Charles W. Westerman City Clerk

BILL NO. R 81 03-23 NOTICE OF HEARING ON PROPOSED LEASE BETWEEN CITY OF FORT WAYNE AND BAER FIELD BUILDING CORPORATION

You are hereby notified that a public hearing will be held before the Common Council of the City of Fort Wayne, Indiana on the 24th day of March, 1981 at 7:30 p.m. in the City-County Building, Fort Wayne, Indiana at the Council Chambers, at which time and place a proposed lease to be entered into between the City of Fort Wayne as lessee and the Baer Field Building Corporation as lessor will be discussed. The proposed lease upon which the

hearing will be held is for a term of twenty (20) years commencing with the completion of an airport hangar located at Baer Field Airport, Fort Wayne, Indiana. The lease provides for a monthly rental of Three Hundred Thirty-Six Thousand Five Hundred Eighty Eight and no/100 (\$336,588.00) Dollars payable on June 30 and December 30 of each year during the term of the lease commencing with the completion of the airport hangar. As additional rental the lessee shall maintain insurance on the building as required in the lease and shall pay all taxes and assessments against such property, as well as the cost of alterations and repairs.

The lease gives an option to the lessee to purchase the property on any rental payment date. The lease also provides for an option to renew for a similar or less term.

The drawings, plans and specifications, including the estimates for the cost of said building as well as a copy of the proposed lease are available for inspection by the public on all business days during business hours at the office of the Clerk of the City of Fort Wayne in the City-County Building, Fort Wayne, Indiana.

At such hearing, all persons interested shall have a right to be heard upon the necessity for the execution of such lease, and upon whether the lease rental provided for therein to be paid to the Baer Field Building Corporation is a fair and reasonable rental for the proposed building. Such hearing may be adjourned to a later date or dates, and following such hearing the Common Council of the City of Fort Wayne may either authorize the execution of such lease as originally agreed upon or may make such modifications therein as may be agreed upon with such lessor, but in no event shall the lease rentals as set out in this published notice be increased.

Dated this 10th day of March, 1981.

Charles W. Westerman City Clerk

3-14-21

wide equals 143 equivalent lines at .2764

for tabular work (50 per cent of above amount)

for each proof in excess of two)

1C extra

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

143

Fort Wayne Common Council

(Governmental Unit)

To JOURNAL-GAZETTE Dr.**Allen**

County, Ind.

FORT WAYNE, INDIANA**PUBLISHER'S CLAIM****LINE COUNT**

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of the type in which the body of the advertisement is set) - number of equivalent lines

Head number of lines

Body number of lines

Tail number of lines

Total number of lines in notice

31382143**COMPUTATION OF CHARGES**

143 lines, 1 columns wide equals 143 equivalent lines at .276¢ \$ 39.47
cents per line

Additional charge for notices containing rule or tabular work (50 per cent of above amount)

Charge for extra proofs of publication (50 cents for each proof in excess of two)

TOTAL AMOUNT OF CLAIM.10 extra5.0044.47**DATA FOR COMPUTING COST**

Width of single column 9.6 picas

Size of type 6 pointNumber of insertions 2Size of quad upon which type is cast 6

Pursuant to the provision and penalties of Ch. 89., Acts 1967.

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date Mar. 21 81 19Title CLERK

Form 904

PUBLISHER'S AFFIDAVITState of Indiana
ALLEN County SS:

Personally appeared before me, a notary public in and for said county and state, the undersigned ARVILLA DEWALD who, being duly sworn, says that she is CLERK of the

JOURNAL-GAZETTE**DAILY**

a DAILY newspaper of general circulation printed and published in the English language in the city of FORT WAYNE, INDIANA town

in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for two times the dates of publication being as follows: 3/14 - 3/21/81

21st MarchSubscribed and sworn to before me this 21st day of March**November 29, 1981** Notary Public

My commission expires

Family Restaurant
4805 LIMA RD.

Corporation
You are hereby notified that a public hearing will be held before the Common Council of the City of Fort Wayne, Indiana in Council Chambers, at which time and place a proposed lease to be entered into between the City of Fort Wayne as lessor and the Baer Field Building Corporation as lessee will be discussed. The proposed lease upon which the

which is set out but in no event e modifications agreed upon or such action may either Council of the City of Fort Wayne, Indiana to a later date and such hearing shall be held in the City of Fort Wayne, Indiana on or before the 24th day of March, 1981 at 7:30 p.m. in the City-County Building, Fort Wayne, Indiana in Council Chambers, at which time and place a proposed lease to be entered into between the City of Fort Wayne as lessor and the Baer Field Building Corporation as lessor will be discussed. The proposed lease upon which the